

Membership Agreement

This membership Agreement (**AGREEMENT**) is made and entered into by the customer(s) identified in box two (2) of the corresponding United States Postal Service form 1583 (**FORM 1583**), hereinafter referred to as (**CUSTOMER**) for the use of and services related to the receipt, processing and storage of mail and packages hereinafter referred to as (**MAIL**) and **247Postal** at 3975 Camino de la Plaza, Suite 208, San Ysidro, CA 92173, under the terms set forth herein and governed by the laws of the State of California on the date of signing.

All subsequent updates will be made available via the store's website (**www.24-7postal.com**) and/or by other physical or digital communication. By signing this agreement, the CUSTOMER agrees to review all future updates and to notify 247Postal in writing of any objection within thirty (30) calendar days of the revision date. **All future terms and conditions are deemed accepted and in full force in the absence of any such objections. Any objection to future terms and conditions will cause immediate membership cancellation.** All MAIL and refunds will be handled as outlined in the terms of this agreement.

1. CUSTOMER agrees not to use 247Postal premises or any of its services for any unlawful, illegitimate or fraudulent purpose or for any purpose prohibited by US Postal Service regulations. CUSTOMER further agrees that any use of the membership shall be in conformity with all applicable federal, state and local laws. Each individual or entity must complete a separate FORM 1583 to authorize 247Postal to receive MAIL at each store, with the exception of spouses, who may complete one FORM 1583 following the corresponding instructions.
2. **CUSTOMER signing in the first line of this AGREEMENT agrees to be the main membership holder and the main point of contact for all recipients allowed to receive MAIL under the assigned mailbox number. Only the main membership holder will be allowed to make changes to such membership; changes such as, but not limited to: adding or deleting recipients, changing locks and keys, restricting access to MAIL, etc., and he/she agrees to allow all recipients under the assigned mailbox number to sign for and take possession of all MAIL being delivered to such mailbox.**
3. **CUSTOMER agrees to handle every and all claims related to damaged or wrong contents of mail addressed in their name directly with the originator of said contents, furthermore CUSTOMER acknowledges that 247Postal has no direct involvement in the contents of said MAIL and that 247Postal's affiliates, subsidiaries, parent corporations, franchisees, officers, directors, agents and employees will not open any MAIL under normal circumstances and therefore have no responsibility for such contents.**
4. **CUSTOMER agrees to pay the applicable monthly service fee(s) in order to have an active membership.** Said fees are due and payable in advance and CUSTOMER agrees that 247Postal may hold MAIL pending payment. **247Postal will not refund any cancellations for any service except when said cancellation is originated by 247Postal.** Membership fees and other related fees stated herein are subject to change without prior notice. In the event that CUSTOMER receives an unreasonable volume of MAIL for their assigned mailbox according to 247Postal reasonable judgment, the latter may require CUSTOMER to upgrade to a higher capacity mailbox and/or pay any additional charges. 247Postal reserves the right to charge additional one-time fees in the event that CUSTOMER adds additional individuals or entities to the names of those individuals or entities authorized to receive MAIL at the assigned mailbox pursuant to FORM 1583.
5. **The active membership is personal and can only be used by those duly registered having signed both FORM 1583 and this contract. CUSTOMER agrees that any change of membership type may require a change of address for all who are registered.** In the event of a change in membership 247Postal will allow six (6) months of service to manage the change of mailbox number after which all MAIL with previous address will be returned to sender.
6. This AGREEMENT and FORM 1583 shall remain confidential, except when they may be disclosed upon written request by any law enforcement or other governmental agency, or when otherwise legally mandated. Upon request, CUSTOMER agrees to complete all necessary documents, including FORM 1583 and any required acknowledgment form relating to service of process. CUSTOMER agrees to sign an updated version of this AGREEMENT and FORM 1583 upon request.

7. In the event of death or disability of the CUSTOMER, 247Postal will require the appropriate documents from the probate court, the executor of the estate, the trustee or other legally authorized representative or entity before releasing MAIL to the requesting party.

8. **Upon expiration, cancellation, or termination of this AGREEMENT, 247Postal will:**

- a. **Re-mail (i.e., forward) CUSTOMER's MAIL originating exclusively from the United States Postal Service (USPS) for six (6) months free of charge**, provided the CUSTOMER notifies the new address to 247Postal in writing prior to their membership's expiration date. Any MAIL not fitting normally in the CUSTOMER's expired mailbox size will be considered a package and will require payment from CUSTOMER in order to be forwarded to the new address, if payment is not received within one (1) week after notification, 247Postal will return MAIL to the USPS.

CUSTOMER may at any time request MAIL be forwarded to a different address whether permanently or temporarily via written request and shall keep 247Postal written confirmation on record for any clarification. **Separate shipping, insurance, customs as well as other fees may be applicable. CUSTOMER shall approve all estimated charges before 247Postal can forward any and all MAIL.**

- b. Retain CUSTOMER's MAIL, other than unsolicited MAIL, at 247Postal for a period of ten (10) working days if the CUSTOMER leaves no forwarding fees and address. After such time, any MAIL may be returned to sender.
 - c. Discard or destroy any "Unsolicited MAIL" (e.g., bulk mail; mail addressed as "occupant," "current resident" or similar designation; or coupons, advertising, or other promotional material) delivered to or remaining at 247Postal.
 - d. Refuse any MAIL addressed to CUSTOMER delivered by any party other than the U.S. Postal Service, such as a commercial courier service (UPS, FEDEX, DHL, ONTRAC, etc.)
9. The term of this AGREEMENT shall be the initial period paid for by CUSTOMER and any renewal period paid for by CUSTOMER from time to time. Renewal of this AGREEMENT for additional terms shall be at 247Postal sole discretion and **247Postal reserves the right to refuse service to anyone for any reason.**
 10. **CUSTOMER agrees that 247Postal may terminate or cancel this AGREEMENT for any reason at any time by providing CUSTOMER a written notice ten (10) working days prior to actual cancellation and an amount equal to the prorated time left on his/her active membership.** Applicable reasons may include, but are not limited to: **1) CUSTOMER abandons their membership; 2) CUSTOMER uses the membership for unlawful, illegitimate or fraudulent purposes; 3) CUSTOMER fails to pay amounts owed when due; 4) CUSTOMER receives an unreasonable volume of MAIL and is unwilling to pay for an appropriate membership; 5) CUSTOMER engages in offensive, abusive or disruptive behavior toward other customers, employees, or other persons related to 247Postal; and 6) CUSTOMER violates any provision of this AGREEMENT.** CUSTOMER acknowledges that the actions of any person authorized by him or her to use the membership will be attributed to the CUSTOMER.
 11. As CUSTOMER's authorized agent for receipt of MAIL, 247Postal will accept all MAIL from the USPS, except for registered mail and unless prior arrangements have been made 247Postal shall only be obligated to accept MAIL delivered by commercial couriers accepting a signature from 247Postal as a condition of delivery. In turn CUSTOMER must accept and sign for all MAIL upon the request of 247Postal. **MAIL that will not fit naturally (without modifying the package in any way) in their assigned mailbox will incur additional fees for storage and handling. Such fees will be publicly available within the store and in our previously referred to website, and may also be available in any of our current or future social media channels. MAIL with an expiration date not picked up within fifteen (15) calendar days will be subject to additional storage fees. Fees must be paid in order for said MAIL to be handed to the CUSTOMER.**

Packages will be stored at 247Postal for a maximum of six (6) months from carrier drop off, after which they will be donated in unopened condition to local charities and organizations such as Goodwill and AMVETS.

In the event CUSTOMER refuses to accept any MAIL, 247Postal may return it to the sender and CUSTOMER will be responsible for any postage or other fees associated with such return. C.O.D. items will be accepted ONLY if prior arrangements and payment have been made with 247Postal.

12. CUSTOMER agrees to protect, indemnify, defend and hold harmless 247Postal, and its respective affiliates, subsidiaries, parent corporations, franchisees, officers, directors, agents and employees from and against any and all losses, damages, expenses, claims, demands, liabilities, judgments, settlement amounts, costs and causes of action of every type and character arising out of or in connection with the use or possession of the membership, including without limitation, attorneys' fees, demands, claims and causes of action for personal injury or property damage arising from such use or possession, from failure of the U.S. Postal Service or any commercial courier service to deliver on time, or otherwise deliver any items (mail, packages, etc.), from damage to or loss of any package or mail, or to the mailbox contents by any cause whatsoever, and from any violation by CUSTOMER of applicable federal, state or local laws.

CUSTOMER agrees that 247Postal is not responsible for loss, theft or failure of the U.S. Postal Service, UPS, FedEx, DHL or any other courier to deliver MAIL in a timely manner and/or in an undamaged condition.

13. CUSTOMER herein agrees that the total amount of liability for 247Postal, if any, for any and all claims arising out of or related to this agreement shall not exceed \$500.00 with the exception of claims arising from packages claimed to be delivered by the United States Postal Service (USPS), in which case the maximum liability will be \$50.00.

a. Customer agrees to present any claim within 30 calendar days from when the carrier shows having Delivered to 247Postal. After which NO REFUND WILL BE PROVIDED BY 247Postal.

14. **CUSTOMER must use the exact mailing address for their corresponding membership without modification as set forth in Section three (3) of FORM 1583.** MAIL without a proper address may be returned to the sender endorsed "Undeliverable as Addressed."
15. Delivery by commercial courier services must be made to the corresponding 247Postal street address. Upon signing this AGREEMENT, CUSTOMER shall provide two forms of valid identification, one of which shall include a photograph and a corresponding proof of residence, if needed. Photocopies of identifications will remain in customer's file as stipulated by California law. **It is CUSTOMER's responsibility to inform 247Postal of changes to his/her home address, phone number or contact method and to fill out a new FORM 1583 when asked.**
16. **247Postal reserves the right to open and inspect any MAIL, whether inbound or outbound, when there is reasonable doubt or government initiated questioning as to the contents' integrity or legality.**
17. **By signing this AGREEMENT and when allowed by applicable law the undersigned waive any right to initiate a lawsuit against 247Postal, its affiliates, directors, officers or representatives for any reason without first managing the claim by means of impartial mitigation through such organizations as the Better Business Bureau or other similar customer advocate organizations.** The undersigned will also make every effort to obey applicable U.S. law and the laws of the State of California.
18. This AGREEMENT, and any accompanying appendices, duplicates, or copies, constitute the entire agreement between the Parties with respect to the subject matter of this AGREEMENT, and supersedes all prior agreements. This AGREEMENT may be amended only in writing duly executed by an authorized representative of each party.
19. If any provision or provisions of this AGREEMENT shall be held unenforceable for any reason, then such provision shall be modified to reflect the parties' intention. All remaining provisions of this AGREEMENT shall remain in full force and effect for the duration of this AGREEMENT.
20. A failure or delay in exercising any right, power or privilege in respect of this AGREEMENT will not be presumed to operate as a waiver, and a single or partial exercise of any right, power or privilege will not be presumed to preclude any subsequent or further exercise, of that right, power or privilege or the exercise of any other right, power or privilege.

21. This AGREEMENT is governed by and construed in accordance with the laws of California without reference to any principles of conflicts of laws, which might cause the application of the laws of other states of the United States of America.
22. Any action instituted by either party arising out of this AGREEMENT will only be brought, tried and resolved in the applicable federal or state courts having jurisdiction in the State of California. **EACH PARTY HEREBY CONSENTS TO THE EXCLUSIVE PERSONAL JURISDICTION AND VENUE OF COURTS HAVING JURISDICTION IN THE STATE OF CALIFORNIA.**

By Signing below, you accept this AGREEMENT in its entirety on the date shown.

Date	Name	Signature